

LAW OFFICES OF PANOS LAGOS  
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Attorney for Plaintiff,  
OSCAR JULIUS GRANT, JR.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

OSCAR JULIUS GRANT, JR.,	)	Case No.: C09-04014 MHP
	)	
Plaintiff,	)	
	)	PLAINTIFF'S INITIAL DISCLOSURE
v.	)	STATEMENT PURSUANT TO FRCP
	)	RULES 26(a)
BAY AREA RAPID TRANSIT DISTRICT	)	
(BART); GARY GEE, in his official capacity	)	
as CHIEF OF POLICE for BART;	)	
JOHANNES MEHSERLE, individually and	)	
in his official capacity as a police officer for	)	
BART; ANTHONY PIRONE, individually	)	
and in his official capacity as a police officer	)	
for BART; MARYSOL DOMENICI,	)	
individually and in her official capacity as a	)	
police officer for BART; and DOES 1-50,	)	
inclusive,	)	
	)	
Defendants.	)	

**In compliance with FRCP 26(a)(1), Plaintiff OSCAR JULIUS GRANT, JR. discloses  
the following information relative to potential witnesses and evidentiary documents:**

(A) Name and address and telephone number of each individual likely to have  
discoverable information that the disclosing party may use to supports is claims or defenses:

1. Plaintiff Oscar Julius Grant, Jr.  
D-33091  
CSP Solano / 22-S4L  
P.O. Box 4000  
Vacaville, CA 95696  
Phone number: N/A

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2. Defendants
3. Lois Montgomery  
729 Daniels Avenue, Vallejo, CA, 94590  
Phone number: 707.980.7201
4. Tahisha Lomax  
555 Rodeo Avenue, Apt. B, Rodeo, CA  
Phone number: 510.672.7547
5. Andre McGregory  
10918 Estepa Drive, Oakland, CA  
Phone number: 510.282.0511
6. Nona Walton  
32248 Mercury Way, Union City, CA, 94587  
Phone number: 510.491.4713
7. Sophia Mesa  
Address: Unknown  
Phone number: Unknown

**ANTICIPATED TESTIMONY:**

I anticipate Defendants' testimony to be on the circumstances and events regarding the alleged tortious behavior of Defendants complained of herein.

I anticipate the testimony of the remaining witnesses to be on the nature and extent of the father/son relationship between Oscar Grant, Jr. and Oscar Grant, III. These witnesses will testify, accordingly, as to the extent of Plaintiff Oscar Grant, Jr.'s damages.

**(B) Copies or descriptions of all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to supports its claims or defenses:**

1. Seven (7) photographs as follows:
  - (a) One photograph of Oscar Grant, III at 4 months old – written on the backside of the photograph is “We love you – Heres [sic] a picture of our son at 4 mos old – Oscar Grant III (signed) Mrs. Wanda Grant”
  - (b) One photograph of Oscar Grant, III – written on the backside of the photograph is “Lil Oscar”;

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- (c) One Christmas photo of Plaintiff's son (Oscar Grant, III), daughter and their mother – written on the backside of the photograph is “Merry X-mas Happy New Year God Bless Love Wanda”;
- (d) One photo of Plaintiff's son (Oscar Grant, III), daughter, their mother, and a cousin – written on the front of the photograph is “My wife son & daughter & they [sic] cousin”;
- (e) One photo of Plaintiff's son (Oscar Grant, III), daughter, their mother, a cousin, Plaintiff's sister, aunt and great grandmother – written on the front of the photograph is “My family sister & aunt great grandmother, son & daughter...(the remaining being illegible)”;
- (f) One photo of Plaintiff's son (Oscar Grant, III) and his mother – written on the backside of the photograph is “3-8-98”;
- (g) One photo of Plaintiff's granddaughter, the daughter of Plaintiff's son (Oscar Grant, III) – written on the backside of the photograph is “To my Dad love always your son – Oscar - .

2. A September 30, 2009 letter from Plaintiff to his attorney herein.

**(C) Computation of any category of damages claimed by the disclosing party:**

1. Mental and emotional pain and suffering from the denial of Plaintiff's Constitutional right to a familial relationship.  
\$10,000,000
2. Punitive damages as to individually-named Officer Johannes Mehserle  
\$20,000,000

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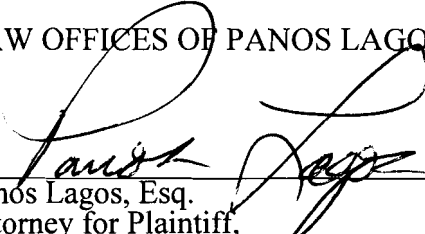
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1       **(D) Insurance agreement under which any person carrying on an insurance**  
2 **business may be liable to satisfy part or all of a judgment which may be entered in the**  
3 **action or to indemnify or reimburse for payments made to satisfy the judgment:**

4               Not applicable.

5  
6 Dated: October 13, 2009

LAW OFFICES OF PANOS LAGOS

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9 Panos Lagos, Esq.  
10 Attorney for Plaintiff,  
11 OSCAR JULIUS GRANT, JR.  
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